Received by NSD/FARA Registration Unit 11/04/2021 3:58:37 PM OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| 1. Name of Registrant | 2. Registration Number | | |
|--|---------------------------------|--|--|
| | | | |
| 3. Primary Address of Registrant | | | |
| 3030 K Street, N.W. PH 301, Washington, DC 20007 | | | |
| | | | |
| | | | |
| 4. Name of Foreign Principal | 5. Address of Foreign Principal | | |
| Ministry of Foreign Affairs and Trade of Hungary, | 3910 Shoemaker Street, N.W. | | |
| Embassy of Hungary | Washington, DC 20008 | | |
| | | | |
| (C + /D : D + / 1 | | | |
| 6. Country/Region Represented HUNGARY | | | |
| | | | |
| 7. Indicate whether the foreign principal is one of the following: | | | |
| ▼ Government of a foreign country ¹ | | | |
| ☐ Foreign political party | ☐ Foreign political party | | |
| ☐ Foreign or domestic organization: If either, check one | of the following: | | |
| ☐ Partnership ☐ Committee | | | |
| □ Corporation □ | Voluntary group | | |
| ☐ Association ☐ | Other (specify) | | |
| ☐ Individual-State nationality | | | |
| 8. If the foreign principal is a foreign government, state: | | | |
| a) Branch or agency represented by the registrant | | | |
| Ministry of Foreign Affairs and Trade of Hungary | | | |
| | | | |
| b) Name and title of official with whom registrant engages | | | |
| Szabolcs Takacs, Ambassador to the United S | tates | | |
| | | | |

^{1 &}quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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|---|--------------------------|
| 9. If the foreign principal is a foreign political party, state: | |
| a) Name and title of official with whom registrant engages | |
| b) Aim, mission or objective of foreign political party | |
| 10. If the foreign principal is not a foreign government or a foreign political party: | |
| a) State the nature of the business or activity of this foreign principal. | |
| | |
| b) Is this foreign principal: | |
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes □ No □ |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes □ No □ |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes □ No □ |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes □ No □ |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes □ No □ |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes □ No □ |
| 11. Explain fully all items answered "Yes" in Item 10(b). | |
| | |
| | |
| | |
| | |
| | |
| | |
| 12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign | nolitical party or other |
| foreign principal, state who owns and controls it. | pointed party of outer |

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date | Printed Name | Signature |
|------------|---------------|------------------|
| 11/04/2021 | George Tucker | /s/George Tucker |
| | | |
| | | _ |
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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date | Printed Name | Signature |
|-----------|---------------|-----------|
| 4/11/2021 | GEORGE TUCKER | G Ven |
| | | |
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| | | |

OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| Justic | e, Washington, DC 20530; and to the Office of Information and Ro | egulatory Affairs, Office of Management and Budget, Washington, DC 205 |
|--|---|--|
| 1. Name of Registrant 2. Regist 7034 | | 2. Registration Number 7034 |
| | ame of Foreign Principal nistry of Foreign Affairs and Trade of Hungary, Επ | bassy of Hungary |
| | Check App | propriate Box: |
| 4. 🗷 | The agreement between the registrant and the above-name checked, attach a copy of the contract to this exhibit. | ed foreign principal is a formal written contract. If this box is |
| 5. 🗆 | foreign principal has resulted from an exchange of corresp | and the foreign principal. The agreement with the above-named condence. If this box is checked, attach a copy of all pertinent which has been adopted by reference in such correspondence. |
| 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below o the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received. | | |
| 7. What is the date of the contract or agreement with the foreign principal? 11/03/2021 | | |
| 8. D | escribe fully the nature and method of performance of the al | pove indicated agreement or understanding. |
| | lease see the attached agreement. The registrant ommunications services as well as legal strategy o | |

Received by NSD/FARA Registration Unit 11/04/2021 3:58:39 PM 9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. Please see the attached agreement. The registrant anticipates that it will provide marketing and communications services as well as legal strategy consulting services to the foreign principal. 10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹. Yes 🗷 No \square If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials. Please see the attached agreement. The registrant anticipates that it will provide marketing and communications services as well as legal strategy consulting services to the foreign principal. 11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal? Yes No 🗷 If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials. Set forth below a general description of the registrant's activities, including political activities.

Method

Purpose

Set forth below in the required detail the registrant's political activities.

Contact

Date

| the foreign p | rincipal, or from any otl | prior to the obligation to register ³ for this foreign her source, for or in the interests of the foreign pri tion, or for disbursement, or otherwise? | |
|-----------------|---------------------------|---|---|
| Yes [| No ▼ | | |
| If yes, set for | rth below in the required | d detail an account of such monies or things of val | lue. |
| Date Receive | ed From Whom | Purpose | Amount/Thing of Value |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | s prior to the obligation to register ⁴ for this foreig h activity on behalf of the foreign principal or tran | |
| Yes □ | No ▼ | | |
| If yes, set fo | orth below in the require | d detail and separately an account of such monies | , including monies transmitted, if any. |
| Date | Recipient | Purpose | Amount |
| | | | |
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^{1 &}quot;Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date | Printed Name | Signature |
|------------|---------------|------------------|
| 11/04/2021 | George Tucker | /s/George Tucker |
| | | |
| | | |
| | | |

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date | Printed Name | Signature |
|-----------|---------------|-----------|
| 4/11/2021 | GEORGE TUCKER | G En |
| | | |
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CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made and entered into by and between [IGG, LLC], a Delaware limited liability company ("Consultant"), and [Ministry of Foreign Affairs and Trade of Hungary – Embassy of Hungary, Washington, D.C.] ("Client", and collectively with Consultant, the "Parties" or individually, a "Party"), with reference to the following facts:

RECITALS

- A. Consultant has background and experience in providing the Services (as defined below) relevant to the particular needs of Client; and
- B. Client desires to obtain the Services of Consultant upon the terms and conditions contained in this Agreement, and Consultant desires to be so engaged.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Services, Compensation. Client hereby engages Consultant, and Consultant hereby accepts such engagement by Client, to provide the Services, upon the terms and conditions contained in this Agreement. Subject to the terms and conditions of this Agreement, Consultant shall perform such services, deliver such deliverables and have such responsibilities and duties as are set forth on Exhibit A hereto, or otherwise as mutually agreed by the Parties in writing (collectively, the "Services"). In consideration of the Services, Client shall pay Consultant the compensation set forth on Exhibit B hereto (the "Compensation"). Client shall reimburse Consultant for any and all reasonable expenses incurred by Consultant in the performance of the Services hereunder, which have been approved in advance by the Client and certified by the Consultant's invoice. Consultant shall be entitled to issue its invoices only in possession of a certification of performance, which shall be issued by Dr. Ferenc Dancs, Deputy State Secretary for Migration Challenges.
- 2. <u>Performing Services for Others</u>. Client agrees that Consultant may perform similar services for other third parties, so long as the performance of such services does not interfere with the completion of the Services under this Agreement or violate any of the provisions of this Agreement.
- Agreement have signed it (the "Effective Date"). The term of this Agreement shall commence on the Effective Date, and shall continue until 31 December, 2021 (the "Initial Term"). Following the expiration of the Initial Term, unless this Agreement is terminated in accordance with the provisions hereof, with the Client's unilateral statement the term of this Agreement shall renew for another four (4) months, and thereafter may be renewed monthly upon Customer's unilateral statement (each being a "Renewal Term", and collectively with the Initial Term, the "Term"). In the absence of a unilateral statement by the Client to extend the agreement, the duration of the agreement shall not be extended. Following the Initial Term, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party without further obligation or liability except as expressly set forth herein.
- 4. <u>FARA Registration</u>. The Parties mutually acknowledge and agree that this Agreement shall require Consultant to make certain filings in connection with and otherwise comply with the Foreign



Agents Registration Act ("FARA"). Consultant shall have the duty and obligation to make any and all necessary filings and report pursuant to FARA in connection with this Agreement.

- (a) In addition to any other indemnification obligations set forth in this Agreement, an indemnifying Party shall indemnify and hold harmless the Indemnified Party (as defined below) from and against any and all penalties, fees, damages, liabilities, costs, and claims (including reasonable attorneys' fees) in connection with FARA which the Indemnified Party may incur as a result of, related to, or arising out of, the indemnifying Party's failure to: (i) provide complete or accurate information to the Indemnified Party; (ii) timely provide all requested information; (iii) abide by all applicable laws; or (iv) abide by the terms of this Section.
- Independent Contractor. Consultant's relationship with Client will be that of an
 independent contractor and not that of an employee. Prior to commencing the Services, Consultant shall
 provide Client with a completed and executed IRS Form W-9 or other applicable tax form.
- Manner, Time, and Location. Consultant shall have the right to perform the Services in such manner, at such times, and at such locations as Consultant deems appropriate.
 - Non-Disclosure and Confidential Information.
- 7.1 Agreement Not to Disclose. Consultant agrees not to use any Confidential Information (as such term is defined below) disclosed to Consultant by Client for Consultant's own use, for the benefit of any third party, or for any purpose other than to carry out discussions concerning, and the undertaking of, the Services. Upon request by Client, any materials or documents that have been furnished by Client to Consultant in connection with the Services shall be promptly returned by Consultant to Client, provided, however, that Consultant shall be permitted to retain one (1) such copy of any and all documents provided by or on behalf of Client to Consultant. The requirements of this Section 7.1 shall survive termination of this Agreement for any reason.
- Definition of Confidential Information. "Confidential Information" means any non-7.2 public confidential or proprietary information relating to the Client which is marked as "Confidential" by Client (whether disclosed before or after the date of this Agreement and whether owned by Client or a third party with whom the Client conducts or may conduct business), including, but not limited to, information relating to formulas, proprietary processes and formulae, patterns, compilations, programs, databases and database designs, or operating procedures, technical information or data, techniques, job flow instructions, business plans, products, services, financial information, customer lists, business forecasts, sales and merchandising, human resources, computer object or source code, research, inventions or other intellectual property rights, processes, marketing or finance to be confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Confidential Information does not include information that: (i) is already known by or in the possession of Consultant at the time of disclosure; or (ii) is or becomes part of the public knowledge or literature, not as a direct or indirect result of any improper inaction or action of Consultant; (iii) is obtained by Consultant from a third party who is not under a duty of confidentiality; or (iv) is independently developed by Consultant. Notwithstanding the foregoing, Consultant may disclose Confidential Information with the prior written approval of the Client or pursuant to the order or requirement of a court, administrative agency or other governmental body, so long as Consultant uses its reasonable efforts to notify Client of such order and cooperates with Client (at Client's sole expense) in attempting to obtain a protective order for such Confidential Information.
 - 7.3 Intellectual Property. Each Party hereby agrees that it will not use the other Party's name

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logo, trademarks, copyrights, service marks, or other intellectual property belonging to such Party in any marketing, advertising, publicity releases, or any other materials without such Party's prior written consent, which shall be required in each instance.

- 8. <u>Indemnification</u>. Each Party will indemnify and hold harmless the other Party, its principals, employees, officers, and agents (collectively, the "Indemnified Party") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the breach of this agreement or willful misconduct by the indemnifying Party, its employees, officers, directors, and agents. Each Party's indemnification obligations are subject to and expressly contingent upon the Indemnified Party: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Party seeks indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying Party; and (iii) reasonably cooperating with the indemnifying Party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Party may, at its option and sole expense, participate in the defense or settlement of any claim, action, suit, or proceeding.
- 9. <u>Limitation of Liability</u>. So long as Consultant renders the Services in good faith, Client hereby agrees that Consultant shall not be liable for any damages, losses, or expenses in connection with the Services or any related advice or assistance provided by Consultant to Client. Further, in no event shall Consultant be liable for any special, consequential, incidental, or indirect damages (including, without limitation, any lost profits). The Parties hereby agree that any and all liability of Consultant hereunder (including, without limitation, with respect to Consultant's indemnity obligations), shall be limited to and shall not exceed the amount of Compensation received by Consultant hereunder.
- 10. <u>Notices</u>. Any notice under this Agreement must be in writing and shall be effective, as applicable, upon delivery by hand, one (1) business day after deposit with a nationally recognized overnight courier service, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered or upon acknowledgement of receipt of any electronic transmission, and addressed to Client or to Consultant at the corresponding addresses set forth below their respective signatures.
- 11. Arbitration. The Parties agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by Signature Dispute Resolution. Judgment on any arbitral award may be entered in any court having jurisdiction. Without limiting the generality of the foregoing, in the event that any Party is entitled to seek injunctive or equitable relief with respect to any actual or threatened breach of this Agreement, such Party may seek relief in a court of competent jurisdiction. In the event of a dispute between or among the Parties hereto that is not subject to arbitration, the Parties submit to the sole and exclusive jurisdiction and venue of the state and federal courts located in the State of California, County of Los Angeles, Central District.
- 12. <u>Integration</u>. This Agreement, including the Exhibits hereto, contain all the understandings and representations between Consultant and Client pertaining to the terms of Consultant's engagement by Client and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

13. <u>Amendments: Waivers.</u> This Agreement may not be amended or modified except by an instrument in writing, signed by each of the Parties. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

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- 14. <u>Assignment</u>. Neither Party may assign this Agreement or any part hereof without first obtaining the prior written consent of the other Party. Any purported assignment by either Party without the prior written consent of the other Party shall be void ab initio. Notwithstanding the foregoing, Consultant shall have the right to assign this Agreement and its rights and obligations hereunder to any entity owed by or under common control with Consultant.
- 15. <u>Severability</u>. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
- 16. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the other Party.
- Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of law.
- 18. <u>Interpretation</u>. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit nor against the Party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.
- 19. Counterparts. This Agreement may be executed in counterparts in electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CONSULTANT"

IGG, LLC , I

Name: Duhcan McFetridge Title: Managing Partner

Address:

3030 K Street, NW, PH 301, Washington, DC 20007, USA "CLIENT"

Ministry of Foreign Affairs and Trade of Hungary -Embassy of Hungary, Washington, D.C.

By: Name: Szabolcs Ferenc Takács

Title: Ambassador

Address:

3910 Shoemaker Street, N.W. Washington, D.C. 20008 USA

Financial countersign/pennigning/ ellenjeggeste = W NOV 03 2021

REGIONAL HEAD OF ADMINISTRATION

EXHIBIT B

Consultant Compensation

As Compensation for the Services performed by Consultant hereunder, Client shall pay to Consultant as follows during the Term (the "Compensation"):

- For Marketing and Communications a retainer of \$9,500 per month, payable in advance via bank wire transfer based on the Consultant's pro forma invoice, within 5 business days of receipt of the invoice.
- For Legal Strategy Consulting an amount equal to \$235,000 per month with the first 2 (two) months
 payable in advance via bank wire transfer based on the Consultant's pro forma invoice, within 5 business
 days of receipt of the invoice.
- Client shall reimburse Consultant for any and all reasonable expenses incurred by Consultant in the
 performance of the Services hereunder which have been approved in advance by the Client and certified
 by the Consultant's invoice.
- Consultant shall have the right to require Client to pay any amounts hereunder in advance or to pay a
 vendor directly in connection with the Services hereunder.
- 5. The Compensation shall be paid by Client to Consultant based on the Consultant's pro forma invoice, within 5 business days of receipt of the invoice. The Consultant is obliged to issue a final invoice in connection with each submitted pro forma invoice in possession of the performance certificate issued by the Client in accordance with clause 1 of the agreement after the completion of the given part.
- In the event that Client fails to timely pay Consultant any amounts as required hereunder, Consultant shall have the right to suspend and/or terminate any and all Services hereunder.
- 7. All payments hereunder shall be paid by Client to Consultant based on the Customer's pro forma invoice via bank wire transfer as follows:

ACCOUNT NAME:

ACCOUNT NUMBER:

BANK NAME:

ABA/ROUTING:

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